

CONTRACT BETWEEN THE COUNTY OF MINERAL, NEVADA,
AND THE MINERAL COUNTY SHERIFF'S DEPARTMENT ASSOCIATION
FOR THE SHERIFF'S NON-SUPERVISORY AND SUPERVISORS'
BARGAINING UNITS

and

NAPSO/CWA, AFL-CIO, Local 9110

1 July 2015

to

30 June 2017

Table of Contents

1. Preamble	3
2. Recognition	3
3. County Rights	3
4. Non-discrimination	4
5. Anti-strike Clause	4
6. Association Rights	5
7. Association Dues	5
8. Hours of Work	6
9. Compensation	7
10. Holidays	10
11. Annual Leave	11
12. Sick Leave and Maternity Leave	12
13. Other Leave	14
14. Industrial Accidents	16
15. Reduction in Force	16
16. Health and Welfare	17
17. Retirement	18
18. Range Advancement Pay	18
19. Probationary Period	18
20. Court Appearances and Callback	19
21. Uniforms	19
22. Discharge and Disciplinary Action	20
23. Grievance Procedure	21
24. Personnel File and POBR	22
25. Agreement/County Rule Duplication	23
26. Savings Clause	23
27. Field Training Officer	23
28. Waiver	23
29. Term of Agreement	24
MINERAL COUNTY	24
Appendix A: Pay Classification Schedule	25
Appendix B: Consanguinity and Affinity Chart	26

1. Preamble

In accordance with the provisions of NRS Chapter 288, this Agreement is entered into between Mineral County and the Mineral County Sheriff, Non-Supervisory and Supervisors' Bargaining Units, as represented by the Mineral County Sheriffs Department Association, hereinafter respectively referred to as the "County" and the "Association."

WHEREAS, the County and the Association are engaged in public service essential to the health, safety and welfare of the general public necessitating a high degree of responsibility, it is the intent and purpose of this Agreement to promote and assure sound and mutually beneficial working and economic relationships between both parties hereto; to provide an orderly and peaceful means of resolving any misunderstandings or differences relating to the provisions of this Agreement which may arise and to establish herein the basic agreement between the parties.

2. Recognition

A. In accordance with the provisions of NRS 288, the County recognizes the Association as the sole collective bargaining agent for all Permanent Employees of the County within job classifications covered by this Agreement who are presently employed and subsequently hired by the County at its locations in Nevada. Classifications in the bargaining unit covered by this Agreement are as follows:

Bargaining Unit A: Non-supervisory

Deputy Sheriff

Corporal

Investigator

Bargaining Unit B: Supervisory

Staff Sergeant/Sergeant

B. Supervisory, confidential and administrative Employees as defined in NRS Chapter 288 are excluded from the Non-Supervisory Bargaining Unit.

C. Non-Supervisory, confidential and administrative Employees as defined in NRS Chapter 288 are excluded from the Supervisory Bargaining Unit.

3. County Rights

A. The County shall have the ultimate right and responsibility of a local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its Employees.

The County has the right and is entitled without negotiation to:

1. Direct its Employees;
2. Hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any post-probationary Employee with "just cause" and pursuant to the provisions of Articles 23 and 24 provided, however, that the County shall not transfer an Employee as a form of discipline;
3. Relieve any Employee from duty because of lack of work or lack of funds;
4. Maintain the efficiency of its governmental operations;
5. Determine the methods, means and personnel by which its operations are to be conducted, except for considerations of personal safety;
6. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
7. Contract or subcontract matters relating to County operations, provided that such contracting or subcontracting shall not be entered into for the purpose of circumventing this Agreement. The Association shall be consulted and allowed input prior to any subcontracting that would have an impact on bargaining unit positions;
8. Determine appropriate staffing levels and work performance standards, except for safety considerations; and
9. Determine the content of the workday, including without limitation workload factors, except for safety considerations.

B. All rights and responsibilities of the County and the Sheriff not specifically modified by the terms of this Agreement shall remain the functions of the County and the Sheriff.

4. Non-discrimination

The County will not interfere with or discriminate in respect to any term or condition of employment against any Employee covered by this Agreement because of membership in or legitimate activity as required in this Agreement on behalf of the members of a negotiating unit, nor will the County encourage membership in another employee organization.

5. Anti-strike Clause

The Association and its individual members agree not to promote, sponsor, or engage in any strike or any slowdown, interruption of work or operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, against the County; or any other intentional interruption of the operations of the Department, regardless of the reason or reasons for so doing, and the Association shall

use its best efforts to induce all Employees covered by this Agreement to comply with this Agreement.

6. Association Rights

A. Bulletin Boards

The County will furnish bulletin board space where currently available. Specific areas designated by the Sheriff may be used for posting of notices in each bulletin board space. Bulletin boards shall only be used for the following notices:

- Scheduling of MCSDA meetings, agenda and minutes.
- Information on MCSDA elections and the results.
- Information regarding MCSDA social, recreational, and related news bulletins.
- Reports of official business of MCSDA, including reports of committees or the Board of Directors.

B. Interdepartmental Mail System

The County agrees to allow limited use of the County's interdepartmental mail system to the Association. Such use shall not include mass mailing of materials not suitable for posting under Section A.

C. Use of County Reproductive Machines

County agrees the Association may have reasonable use of County reproduction machines for Association business.

D. Mandatory Subject of Bargaining Dispute

The County recognizes its statutory obligation to negotiate any departmental rule, policy or procedure which is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the Local Government Employee Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

7. Association Dues

A. Association Employees of the County may authorize payroll deductions for the purpose of paying Association dues and assessments. Association assessment shall be deducted as requested by the Association. Each Employee shall have the right to terminate such payroll deductions at any time upon his/her written request to the County.

B. The Association will indemnify, defend and hold the County harmless against any claims made and against any suits instituted against the County on account of any action taken or not taken by the County in good faith under the provisions of this Article. The Association agrees to refund to the County any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

8. Hours of Work

A. The normal workweek of full-time Employees shall consist of five (5) days of eight (8) hours each with two (2) consecutive days off, exclusive of a lunch hour where applicable. Alternate work schedules may be established by express written mutual agreement between the County Sheriff and the Association.

1. If the county decides to continue or re-implement 12-hour shifts for Sheriff's Employee's overtime will be calculated on hours actually worked in excess of 80 hours in a 14-day work period.

B. A shift shall be defined as the Employee's normal workday and are scheduled as follows:

Day shift hours are those worked starting at or after 6:00 a.m. and prior to 2:00 p.m. Swing shift hours are those worked starting at or after 2:00 p.m. and prior to 10:00 P.M.

Graveyard shift hours are those worked starting at or after 10:00 p.m. and prior to 6:00 a.m.

C. Rest Periods: Employees shall be granted a fifteen (15) minute rest period during each half work shift of four (4) hours or longer. Employees shall make every reasonable effort in accordance with their work load not to take such breaks within one (1) hour of the Employee's starting time or quitting time. Such rest periods shall be taken without loss of pay and the Employee shall not be required to make up such time.

D. Lunch Break: Employees will be allowed a thirty (30) minute lunch break during the middle of the regular shift as the work permits.

E. The Association will retain the option to present either a ten (10) hour day, forty (40) hour work week the Sheriff of Mineral County and the Mineral County Board of Commissioners for consideration.

9. Compensation

A. The County agrees to provide compensation for work performed on a bi-weekly basis (twenty-six pay periods).

Salaries for FY 2015-2017, see Appendix A (Salary Schedule) which reflects a three percent (3%) raise for the 2015 - 2016 fiscal year and an additional three percent (3%) raise in the 2016-2017 fiscal year.

All deputies assigned to the jail holding a Category 1 POST certification shall be promoted to Grade 15 on the pay scale effective upon execution of this agreement. A deputy assigned to the jail shall be promoted to Grade 15 upon receiving a Category 1 POST certification.

Upon entering service, an Employee shall receive compensation at the minimum salary range of the job classification for which he/she was hired; provided, however, when economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate that a higher rate would be in the best interests of the County, the County may authorize hiring at a rate above the minimum for the job classification for which the Employee is being hired. All deputies hired without Category 1 Nevada POST certification shall be hired and remain at grade eleven (11) until the employee receives Category 1 Nevada POST certification.

When an employee is reclassified to a higher pay classification, he/she will be reclassified to the same step in the new pay range. When an Employee is reclassified to a position on a lower pay range, he/she shall be placed on the same step in the new pay range, he/she held prior to reclassification. In the event that the new range has fewer steps than the old range, he/she cannot receive a salary greater than the top of the new pay range to which he/she is assigned.

The salary schedule in Article 9A represents a compensation plan for each such classification governed by this Agreement and provides for a range of compensation for each such classification.

The County will consider sharing with its Employees any new or unexpected monies received by the County during the life of the Agreement. Any such adjustments will be reviewed and considered for disbursement in July and January of each year.

B. Overtime Pay

An Employee shall be entitled to overtime pay for overtime work at the rate of one and one-half (1-1/2) times his/her basic straight time rate of pay; provided, however, such

Employee shall have secured prior approval for overtime work from his/her immediate Supervisor. If properly authorized, the following shall be considered overtime work:

Time worked by an Employee in excess of eight (8) consecutive hours at his/her straight time rate of pay in a workday; or,

Time worked by an Employee in excess of forty (40) hours at his/her straight time rate of pay in a workweek.

Holidays not worked, but for which paid, shall be considered work time for purposes of determining overtime.

A Reserve Deputy shall not be offered work solely for the purpose of avoiding the payment of overtime to Regular Employees. Regular work shifts for which replacements are necessary should be offered to Regular Employees before being offered to Reserve Deputies provided the extra hours shall not create a public health or safety risk. Nothing herein contained shall prohibit or prevent the use of Reserve Deputies for legitimate training purposes.

C. Compensatory Time

In lieu of receiving overtime compensation, an Employee shall be entitled to accrue comp-time leave at the rate of one and one half (1-1/2) times for each hour of approved overtime worked by the Employee. Each Employee shall be entitled to accrue a maximum of eighty (80) hours of comp-time leave. Any comp-time leave shall be taken only upon prior authorization from an Employee's immediate Supervisor.

D. Holiday Pay

A full-time qualified Employee not working on a holiday shall receive one day's regular straight time pay if he/she is on paid leave status, or works the last scheduled shift preceding the holiday and is on paid leave status, or works the first scheduled shift following the holiday.

1 . An Employee is "qualified" for holiday payment when the holiday is observed on a day which is part of the Employee's five-day workweek. An Employee who is scheduled to work on the holiday but fails to report for work and is unexcused shall receive no payment for the holiday. Employees who work on a legal holiday as part of their regular work schedule shall receive their normal salary for the holiday for the hours worked plus holiday pay at the rate of time and a half (1 1/2) their normal rate of pay.

E. Shift Differentials

Employees who work shift hours other than day shift hours as defined in Article 8 above, shall receive the following shift differentials for those hours worked:

1. Employees who work any swing shift hours as defined in Article 8 above shall receive a shift differential equal to seventy-five cents (\$.75) for each swing shift hour worked.
2. Employees who work any graveyard hours as defined in Article 8 above shall receive a shift differential equal to one dollar (\$1.00) for each graveyard hour worked.

F. Standby Time

Standby time is defined as any time other than time when the Employee is actually working, which has been specifically scheduled and directed by the Sheriff or his/her designee, during which the Employee is restricted in order to be immediately available for call to duty. Standby time includes, but is not limited to, any time where an Employee carries a pager to respond to calls when available. Employees on scheduled standby shall be compensated at the rate one point six hours (1.6 hours) of pay at the regular hourly rate for each eight (8) hours of standby.

G. Incentive Pay

1. Training and Canine Officers: Each of the following categories shall be paid a premium of twenty-five cents (\$0.25) per hour over and above base pay for Employees performing duties while so assigned:
 - Canine
 - D.A.R.E. Program
 - Educational Officer (tutoring of inmates)
 - Field Training Officer for new Employees
 - Range Master

Should more than one Employee be assigned to duties in the same category, the premium of twenty-five cents (\$0.25) shall be fully paid to all those so assigned.

2. Acting Pay: An Employee who is authorized and acts in the capacity of a higher position for a period of more than two (2) days shall receive a five percent (5%) differential added to his/her hourly wage for that work shift. Such Employees shall have prior authorization before receiving the acting pay differential.

3. Educational Incentives: The County will provide the opportunity for each Employee to obtain a Nevada POST Certificate within one (1) year from his/her date of hire.

Each Employee who obtains a Nevada Intermediate POST Certificate shall receive a two and one-half percent (2.5%) salary increase.

Each Employee who obtains a Nevada Advanced POST Certificate shall receive a five percent (5%) salary increase.

Each Employee who obtains a Nevada Management POST Certificate shall receive a seven percent (7%) salary increase.

It is the policy of the County, subject to the availability of funds, that tuition fees for approved job-related educational and training courses for Employees be reimbursed. Employees shall be required to submit in advance to the Board of Commissioners for approval any educational and training courses for which Employees seek reimbursement.

Reimbursement shall require proof of completion with a passing grade of C or above in a graded course or a pass in a pass/fail course.

4. Physical Training Incentive Program: Employees who on an annual fiscal year successfully complete the physical fitness evaluation adopted by Nevada P.O.S.T. for category 1 peace officer certification administered by the Sheriff's Office, shall receive a \$250 incentive payment. The standards for successful completion of the physical fitness evaluation and any denial are not negotiable or subject to the negotiated grievance procedure. This incentive program may be discontinued or modified to ensure compliance with the Americans With Disability Act as regulated by the Equal Employment Opportunity Commission.

H. Coroner Duties

Any Sheriff's Employee assigned to perform tasks as Coroner shall be entitled to receive a pay differential of five (5%) of the Employee's base rate for the actual time said Employee shall perform such duties.

10. Holidays

A. The County and the Association recognize and agree that the legal holidays shall be:

New Year's Day
Martin Luther King Day
President's Day

Memorial Day
Independence Day
Labor Day
Nevada Day
Veterans Day
Thanksgiving Day
Family Day (day after Thanksgiving)
Christmas Day

Any day declared a legal holiday for the State of Nevada by the Governor of the State or any day declared a legal holiday by the President of the United States pursuant to NRS 263.015.

In addition to the aforementioned legal holidays, Employees will be granted their birthday off as an additional holiday. Should the Employee's birthday fall on a holiday, the Employee will be granted the next regularly scheduled workday as their recognized birthday holiday.

B. When a holiday falls within an Employee's vacation period, that person shall receive eight (8) hours holiday pay, and such time will not be charged to Annual Leave and/or Compensatory Time.

C. Holiday pay will be paid at the applicable rate for each Employee on the aforementioned holidays.

D. Employees must either be on a paid leave status or work the day before and the day after the holiday in order to receive payment for that holiday.

11. Annual Leave

A. Employees shall be entitled to Annual Leave with pay for each month of service in the employ of the County, which may be cumulative from year-to-year not to exceed thirty (30) working days as follows:

1-1/4 working days for less than ten (10) years of service;
1-1/2 working days for ten (10) through fourteen (14) years of service;
1-3/4 working days for excess of fourteen years of service.

The Sheriff shall grant a vacation when requested in a timely manner, so as to not exceed the Annual Leave cap. Should the Sheriff, for whatever reason, deny a vacation requested in a timely manner, and the Annual Leave cap is exceeded, then the Employee shall have until January 31 of the following year to exercise the taking of the excess Annual Leave.

If an Employee falls sick during approved Annual Leave, the time he/she is sick cannot be charged to sick leave without a doctor's certificate. Annual Leave benefits shall be considered only to be time off with pay and fringe benefits shall continue during the leave.

Payment for time accrued in lieu of Annual Leave will not be allowed unless the Sheriff denies such request for leave in writing. Leave year is to be construed the same as the calendar year (January 1 through December 31).

B. The Board of Mineral County Commissioners may, by order entered in its minutes, provide for additional annual, sick and disability leave for Part-Time Employees. The Board of Mineral County Commissioners shall have the authority to grant leaves of absence without pay not to exceed ninety (90) calendar days to any Employee, without prejudice to status, but no vacation or sick leave credits shall accrue during such leave period.

C. Employees shall be entitled to compensation for accrued Annual Leave upon the termination of employment of such Employee, such compensation to be equal to the number of accrued hours of Annual Leave multiplied by the retirement exempt hourly rate of pay of such Employee at the time of termination. However, this paragraph shall not apply to Employees of the County who have been in the employment of the County for less than six (6) consecutive months and who shall not be entitled to compensation for accrued Annual Leave.

D. During the first six (6) months of employment of any Employee, Annual Leave shall accrue, but no Annual Leave shall be taken during such period.

E. No Employee shall be absent from employment on Annual Leave without first obtaining approval from his/her Sheriff.

F. If the Employee has filed a written designation of beneficiary, the final payment of compensation due to a deceased Employee of any county, city, town, township, district or any other political subdivision of the State of Nevada, is not his/her property or that of his/her estate but shall be released to the designated beneficiary upon the written request of such beneficiary. If the deceased Employee has not filed such a designation with his/her employing public entity, the final payment is part of the Employee's personal estate. As used in this Section, "final payment" means the net amount due the Employee after the deduction of all lawfully withheld sums from the Employee's gross compensation.

12. Sick Leave and Maternity Leave

A. Accrual and Use of Sick Leave

Employees shall be entitled to accrue sick leave benefits at the rate of one and one-fourth (1-1/4) working days from the start of employment for each full-time equivalency month of service, which shall be accumulated from year-to-year.

Sick leave with pay can only be granted upon approval of the Sheriff in case of bona fide illness of an Employee, or in his/her immediate family within the first degree of affinity or consanguinity defined as husband, wife, child, parent, adopted child, and stepchild. Sick leave may be used for Employee's optical, medical and dental appointments or care. Verification from a doctor of the Employee's illness or disability, or verification of his/her fitness to return to work, may be required in order to charge the absence to sick leave.

In the event that an Employee is aware in advance that sick leave benefits will be needed, it shall be the duty of the Employee to notify the Supervisor as far in advance as possible, in writing, of the anticipated time and duration of such sick leave, the reason for requesting such sick leave, and medical certification that the Employee will be unable to perform his/her normal work function. Employees will be required to begin using sick leave on the date their doctor certifies that they are unable to perform their normal duties. An Employee on sick leave is required to notify the Supervisor, at the earliest possible time, of the anticipated date on which Employee will be able to resume his/her normal duties. The Supervisor may require a certificate from a physician of the County's choosing that an Employee on sick leave is medically unable to perform his/her normal duties, and the Supervisor may require such medical certification from time-to-time until the Employee returns to his/her normal duties. In the event that an Employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her assigned duties, the Employee may be deemed to have resigned his/her position with the County and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the Employee on sick leave only for the actual workdays missed due to medical inability to perform his/her normal duties.

In the event that an Employee exhausts his/her accumulated sick leave and is not medically able to resume his/her normal duties, he/she may be placed on unpaid leave of absence for a period not to exceed three (3) months. Thereafter, the County will consider and will renew such unpaid leave of absence upon the recommendation of a physician.

Any Employee who is receiving workman's compensation may, at his/her option, take sufficient sick and/or Annual Leave to make up for the difference between the workman's compensation payment and his/her regular wage. When the sick and/or Annual Leave accounts are exhausted, the Employee will receive workman's compensation payments only.

B. Method of Compensation for Unused Sick Leave

If any Employee dies and was entitled to payment for accumulated vacation time or sick leave under the provisions of this Agreement, the heirs of such deceased Employee who are given priority to succeed to that Employee's assets under the laws of intestate succession of this State, or the executor or administrator of that Employee's estate, upon submission of satisfactory proof to the County of their entitlement, shall be paid such amount.

Upon the death of an Employee or upon an Employee electing to retire, resign or leave County service for any reason, the Employee or the Employee's beneficiaries are entitled to payment of one-quarter of the total hours of sick leave not exceeding the total sum of fifteen thousand dollars (\$15,000) for the Employee's unused accrued sick leave, providing the Employee has been working for the County for a period of two years.

If employee is killed in the line of duty, the decedent's spouse or children are entitled to a one hundred percent (100%) payoff of accrued sick leave at the employee's base hourly rate at the time of death.

A retired Employee whose premium has been paid pursuant to Article 16C may also elect, subsequent to this period of time and in addition to it, to have the payment in Paragraph B2, above, applied for continued insurance benefits until such time as the payment for the one-quarter of the total hours of sick leave is exhausted.

Should the retired Employee die before the sick leave payment is exhausted in insurance premiums, then his/her spouse or beneficiary shall receive the remainder of the monies owed in a lump sum payment.

C. Maternity Leave

Any Employee is entitled to use accumulated Sick Leave and Annual Leave as Maternity Leave regardless of the type of delivery or results of pregnancy.

When an Employee returns to duty in compliance with an authorized Leave of Absence, such Employee shall be reinstated in the same classification, position, shift, unit, and scheduled hours in which such Employee was employed before his/her absence.

The County shall comply with the Family Medical Leave Act.

13. Other Leave

A. Unpaid Leaves of Absence

The Sheriff may grant a Leave of Absence without pay up to ninety (90) days upon written request by an Employee. An extension of this time must be submitted to the Mineral County Board of Commissioners within the aforementioned 90 days.

All time granted to an Employee as a Leave of Absence without pay pursuant to this Section shall not count nor be considered as service time for the purpose of computing an Employee's leave or sick leave entitlement or in computing any other County-paid employee benefits such as retirement benefits.

An Employee desiring a Leave of Absence shall first make an application in writing to the Sheriff for such leave. Sick Leave or Annual Leave does not have to be used prior to an Employee's going on unpaid Leave of Absence.

B. Military Leave

Any Employee who is an active member of the Nevada National Guard (not to include the Nevada National Guard Reserves) or is an active member of any reserve component of the U.S. Armed Forces, shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training. There shall be no loss of seniority, sick leave or annual leave rights during such leave.

An Employee shall receive his/her regular pay, not to exceed fifteen (15) calendar days per year, while on such leave. Where required by the nature of an Employee's military obligation, leaves without pay in excess of fifteen (15) calendar days may be granted for military service in time of war, national or state emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

C. Voting Time

Employees are expected to vote before or after their work shift with the voting time prescribed by the "early voting law" pursuant to NRS 293.356 through 293.3576.

D. Bereavement Leave

In the case of death in an Employee's immediate family, the following provisions shall apply:

If the relative is within the first degree of consanguinity or affinity (i.e., spouse, parents, children, etc.), requiring his/her attendance, the Employee shall be granted five (5) days administrative leave off with full pay.

If the relative is within the second degree of consanguinity or affinity (i.e., siblings, grandparents, grandchildren, etc.), requiring his/her attendance, the Employee shall be granted three (3) days administrative leave off with full pay.

Employees absent from work due to the death of a person not related as immediate family shall have said time charged against the Employee's Annual or Compensatory time.

E. Leave of Absence for Negotiations

The members of the Association's negotiations committee, not to exceed five members, shall be granted leave from duty for the purpose of negotiating the terms of an agreement pursuant to Chapter 288 of the Nevada Revised Statutes.

14. Industrial Accidents

A. Where an Employee is absent from employment by reason of an accident/incident for which benefits are payable and received under the Public Agency Compensation Trust/Workers Compensation, the County shall pay to such Employee, during the period of disability, that Compensation, the County shall pay to such Employee, during the period of disability, that amount representing the difference between such Employee's salary and the amount of benefits received from the Public Agency Compensation Trust/Workers Compensation.

15. Reduction in Force

A. Whenever it is determined that a layoff of Employees may occur because of lack of work or funds, the County shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association at least seven (7) calendar days prior to the effective date of notification to Employees.

B. The County and the Association agree that reduction in personnel as it pertains to Employees covered under the provisions of this Contract shall be as hereinafter prescribed. When County-funded positions of indefinite durations, and which are presently filled, are abolished, reductions shall be accomplished with the following provisions: Casual, temporary and Initial employment probational positions within the Department shall first be eliminated, in that order.

Notice of layoff shall be given to all Employees by written notice of such layoff at least thirty (30) calendar days prior to the effective date.

C. In the event of layoff or reduction in force due to lack of funds or lack of work, Permanent Employees will be laid off according to seniority within the Department being reduced, starting with the least senior Employee.

D. Employees shall be given opportunity to transfer in lieu of layoff to any other positions for which qualified and if more senior than the least senior Employee. Seniority of Permanent Employees shall commence on their date of hire and include any authorized break in employment or probationary employment with the Sheriff's Department.

E. As positions from which Employees are laid off are reactivated or reclassified, the rehire or reinstatement policy will be last laid off, first hired back at the same pay scale as when laid off. Employees laid off will have a right to rehire for a period of one (1) year over and above a new hire or a transfer.

16. Health and Welfare

A. For the 2015-2016 fiscal year, the County will pay up to Six Hundred Fifty Dollars and zero cents (\$650.00) per month towards the cost of each employee's health care insurance, including vision and dental, through the County group insurance program. For the 2016-2017 fiscal year, the county shall pay the cost of any increase to the above amount.

B. An Employee on a Leave of Absence may continue to carry this County insurance by making the full premium payment in a timely manner.

C. The County agrees to pay the premium of retired Employees for a period of one (1) year after the effective date of retirement.

D. The County will provide ten thousand dollars (\$10,000) in Group Term Life Insurance for each Employee.

E. The County shall create an Insurance Committee consisting of one (1) representative each from Local 3 (total of one representative for Sheriffs and Dispatchers bargaining units), Local 39, unclassified employees, County Commissioners, Sheriff or designee, Deputy Insurance Clerk from the Clerk Treasurer's Office, and Auditor or designee to review and make non-binding recommendations to the County Commissioners regarding the level of insurance benefits in the County's group health insurance plan. Any recommendations must have a simple majority of the seven (7) above-listed representatives. Any Insurance Committee recommendation(s) approved by the County Commissioners is(are) binding on all Employees and Employee Bargaining Units. The Insurance Committee is automatically convened to review any proposed changes in premiums or benefits and can be convened at any time within fifteen (15) working days at the written request of any one (1) of the above representatives.

17. Retirement

The County and the Association agree that Employees shall participate in the Public Employee Retirement System of the State of Nevada, including any State increases. The County agrees to continue making the total Employee contributions to the Nevada State Retirement System on behalf of their Employees, consistent with the requirements of the State.

18. Range Advancement Pay

A. Only an Employee hired at Range Level One (1) shall receive a range advancement six (6) months after the Employee's date of hire.

B. For an Employee hired at Range Level One (1), anniversary date as used in this Article shall refer to the date that Employee completed his/her probationary period.

1. For all other Employees, anniversary date as used in this Article shall refer to the date the Employee was hired by the County.

C. Each Employee shall, on that Employee's anniversary date, receive a range increase to at least the next range of the applicable salary advancement charts attached hereto, or to the next higher class and at least one (1) step higher than the rate of pay previously received.

D. Each Employee who has both completed ten (10) years of service and "topped" out on the Wage and Classification Schedule shall receive one and one-half percent (1-1/2%) in addition to any other wage increase each year upon his/her next scheduled anniversary date.

19. Probationary Period

Employees hired after ratification and approval of this Agreement shall be required to complete a twelve (12) month probationary period beginning with the date of hire. The probationary period is an extension of the hiring process. The Sheriff may extend the probationary period for a period not to exceed three (3) months for good cause including but not limited to required remedial or retraining under the Field Training Officer (FTO) program or where required Peace Officers Standards Training cannot be scheduled or completed to allow for an adequate review period. The Probationary Employee may be discharged at any time with or without cause during said probationary period. Promotional probationary period is six (6) months from date of promotion with discretion by the Sheriff to increase promotional probationary period to one (1) year for good cause.

20. Court Appearances and Callback

- A. When an Employee has completed his/her regularly scheduled shift and is called back from an off-duty status to perform work of any nature, including court appearances, he/she shall receive a guaranteed minimum of two (2) hours pay at the appropriate overtime rate for callback pay.
- B. When an Employee is on paid leave, and he/she is called back to appear in court, he/she shall receive straight time for callback pay for time actually spent for and in the court appearance.
- C. When an Employee complies with all departmental procedures on the day prior to a court appearance, and is notified on that date that the court appearance is still scheduled for the next day, the Employee shall be entitled to receive the witness fee provided by the court even if the court appearance is thereafter canceled.
- D. The County recognizes that the Employee's work schedule should be considered in scheduling court appearances.

21. Uniforms

- A. Each Employee shall be paid three hundred dollars (\$300.00) quarterly, for the acquisition of uniforms and equipment and the maintenance of uniforms. This shall be paid at the end of each quarterly period.
- B. All uniforms, flashlights, badges, and other equipment provided by the County are deemed to be County property and shall be returned to the Sheriffs Department upon termination of employment.
- C. If the County requires a change of uniform, the Employees shall have six (6) months to comply.
- D. If an article of clothing, or piece of personal equipment, is damaged in the line of duty, the Employee shall immediately notify the Shift Supervisor and file a claim for replacement with the County.

However, in no case shall the County reimburse the employee more than the following amounts for these items.

Watches: The face amount of the receipt or one hundred dollars (\$100.00), whichever is less.

Prescription Lenses and Glass Frames: The face amount of the receipt or four hundred dollars (\$400.00), whichever is less.

22. Discharge and Disciplinary Action

A. The purpose of this Article is to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline.

B. Any post-probationary Employee involved in a discussion with his/her Supervisor or Management, who has reason to believe that discipline may result from said discussion, shall have the right to request his/her Association or Legal Representative be present during the discussion. If the Employee wishes to have representation during such discussions, it shall be his/her responsibility to make such wishes known to the County and make arrangements for the desired representation.

C. The County agrees that no post-probationary Employee will be disciplined or discharged without just cause.

D. The County shall provide the affected Employee with written notice prior to implementing a discharge or disciplinary action. The notice shall be provided as follows:

Normally the notice shall be provided to the Employee and the Association no less than five (5) working days before the disciplinary action is to be effective. During this period the Employee shall have the opportunity to have a pre-disciplinary hearing with the Sheriff or his/her designee to respond to the specific charges and to present evidence on his/her behalf.

In cases where the County must take immediate action to remove the Employee from the work place, the Employee shall be placed on suspension with pay and written notice shall be provided the Employee and the Association within two (2) working days of date of suspension. The Employee shall have five (5) working days before the disciplinary action is to become effective, to have a pre-disciplinary hearing with the Sheriff or his/her designee to respond to the specific charges and to present evidence on his/her behalf.

E. In all cases, written notice of discharge or disciplinary action shall be served on the Employee personally or by Registered mail, return receipt, with a copy of the notice placed in the Employee's personnel file, and at the request of the Employee, a copy of such action will be mailed to the Association.

F. The written notice shall contain the following information:

The type of disciplinary action.
The effective date of the action.

The reason or cause for such action.

That the Employee shall be furnished with all materials upon which the action is based.

5. That the Employee has the right to respond to the authority initially imposing the discipline.

G. Once the proposed disciplinary action has been imposed, the affected Employee shall have the right to appeal such disciplinary action under the Grievance Procedure. Such appeals shall be filed directly at the step of the grievance procedure from the authority initially imposing the discipline as set forth in Article 24, the Grievance Procedure Article in this Agreement.

H. Probationary Employees are not subject to this Article.

23. Grievance Procedure

A. The purpose of the following Grievance Procedure shall be to settle, as quickly as possible, disputes concerning the interpretation, application, and enforcement of this Agreement raised by an Employee or the Association.

B. Informal Discussion

The Grievant shall meet and discuss the grievance with their immediate Supervisor prior to reducing the grievance to writing. The meeting shall be held not later than five (5) working days from the event giving rise to the grievance, or the time the aggrieved party could reasonably have acquired knowledge of the event. The immediate Supervisor will respond to the Grievant in writing within five (5) working days from the date of the informal meeting.

The date of the meeting shall not be computed in the five (5) days. The immediate Supervisor shall have no authority to settle or adjust the grievance in favor of the Grievant without written approval of the Sheriff or his/her designee.

C. Level 1

If the grievance is not settled during informal discussion, the aggrieved party shall, within ten (10) working days of receipt of the written response of the informal discussion, or within ten (10) days of the event giving rise to the grievance, or the time the aggrieved party could reasonably have acquired knowledge of the event, present the grievance in writing to the Sheriff or his/her designee. Within ten (10) working days, the Sheriff or his/her designee shall examine the relevant evidence and shall meet in consultation with the aggrieved party and representative, if any, for the purpose of resolving the grievance. The

Sheriff shall, within five (5) working days after the meeting, render a decision and reasons therefore in writing to the aggrieved party and the Association.

D. Level 2

If the aggrieved party is not satisfied with the disposition of the Sheriff's decision, he/she shall notify the County (Labor Relations Representative) in writing that the Grievant wishes to take the grievance to arbitration. Within ten (10) days after written notice of submission to arbitration, the County shall meet with the Association (and the Grievant) to discuss the merits of the grievance. After the meeting and within ten (10) days, the County will prepare a response to the Association relative to its position on this grievance. If the Association does not agree with the County's response and it still wishes to go to arbitration, the County and the Association shall agree upon a mutually agreeable arbitrator who is experienced, impartial, disinterested and of recognized competence. If the parties are unable to agree upon an arbitrator, either party shall make a request for a list of arbitrators to the EMRB in Las Vegas. The parties shall be bound by the rules and procedures of the Federal Mediation and Conciliation Service in the selection of an arbitrator. The cost and expenses for arbitration shall be borne equally by the parties.

The arbitrator's decision shall be submitted in writing to the aggrieved party, the County and the Association shall set forth his/her findings of fact, reasoning, and decision on the issues submitted, shall be final and binding and shall be consistent with the law and with the terms of this Agreement.

Grievants shall be entitled to representation through all stages of this procedure following the informal stage.

E. The time limitations set forth in this grievance procedure may be extended by mutual written consent signed by the Sheriff and the Association. Failure of the Association or Employee to comply with the time limitations shall cause the grievance to be forfeited. Failure of the Sheriff or his/her designee to comply with the time limitations will cause the grievance to automatically proceed to the next level as if the grievance had been denied.

F. Probationary Employees are not subject to this Article.

24. Personnel File and POBR

A. Employees covered under this Agreement will be allowed to inspect their personnel files within thirty (30) days of their anniversary date, upon request.

B. The County agrees to abide by NRS 289, referring to the Peace Officers Bill of Rights (POBR).

C. The personnel files shall be confidential and maintained locked and secure.

25. Agreement/County Rule Duplication

Matters subject to bargaining under NRS 288 which are in this Agreement will supersede any corresponding policy or rule of the County for all Sheriffs Department Employees represented by the Association.

26. Savings Clause

A. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will be deemed valid except to the extent permitted by law, and all other provisions will continue in full force and effect. The parties shall immediately meet to negotiate the invalidated language.

B. It is intended that this Agreement set forth the complete understanding of the parties regarding the matters included herein.

C. During the term of this Agreement, specific economic benefits are listed as a subject of mandatory bargaining and NRS 288.150 shall not be changed except by mutual agreement.

D. Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding by the parties unless made and signed in writing by all of the parties of this Agreement and, if required, approved and implemented by the Board of Commissioners.

27. Field Training Officer

The County acknowledges the need for Deputies to be properly trained. In furtherance of this acknowledgment the County states its policy that all new Employees hired as regular full-time Deputies shall be entitled to participate in a thirteen (13) week program commonly referred to as a Field Training Officer Program. Nothing herein contained shall be construed as creating any right to demand the type or methodology of the training, which shall be within the sound discretion of the Sheriff.

28. Waiver

The County and the Association acknowledge the unlimited right and opportunity afforded during the negotiations to make demands and proposals with respect to any subject matter not removed by the laws from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and

opportunity are set forth in this Agreement. Therefore, the County and the Association, for the life of this Agreement, each voluntarily waives the right and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as referred to in Article 27 of the Savings Clause.

29. Term of Agreement

This Agreement shall be in full force and effect on July 1, 2015, and shall continue in force through June 30, 2017.

**MINERAL COUNTY
Board of Commissioners**

**NAPSO/CWA, AFL-CIO, Local 9110
and MINERAL COUNTY SHERIFF'S
DEPARTMENT ASSOCIATION**

Clifford Cichowlaz , Chairman

Business Manager

Jerrie Tipton, Member

President

Paul MacBeth, Member

Dir. of Public Employees

Attest:

**Robert Pulley, Association President/
Negotiator**

Chris Nepper, Clerk and Treasurer

Attest to Legal Form:

, Association Vice-President/Negotiator

Sean Rowe, District Attorney

Appendix A: Pay Classification Schedule
Effective July 1, 2015

